

Partnership Agreement for a Marie Curie Action

International Research Staff Exchange Scheme (IRSES) within the FP7 People Programme

Brazilian–European Partnership in Dynamical Systems



BREUDS



Part. No.	Participant organisation name	Participant short name	Country
1	IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE	IMPERIAL	UK
2	THE UNIVERSITY OF WARWICK	Warwick	UK
3	THE UNIVERSITY OF LIVERPOOL	Liverpool	UK
4	THE UNIVERSITY OF SURREY	Surrey	UK
5	QUEEN MARY AND WESTFIELD COLLEGE, UNIVERSITY OF LONDON	QMUL	UK
6	THE UNIVERSITY COURT OF THE UNIVERSITY OF ST ANDREWS	StAndrews	UK
7	STICHTING VU-VUMC	VUA	NL
8	CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE	CNRS	FR
9	UNIVERSITE DE MARNE LA VALLEE	UPEMLV	FR
10	UNIVERSITAET AUGSBURG	Augsburg	DE
11	TECHNISCHE UNIVERSITAET DRESDEN	Dresden	DE
12	UNIVERSITA DI PISA	Pisa	IT
13	United Nations Educational, Scientific and Cultural Organisation / The Abdus Salam International Centre for Theoretical Physics	UNESCO-ICTP	FR
14	UNIVERSIDADE DO PORTO	Porto	PT
15	UNIVERSIDADE DA BEIRA INTERIOR	UBI	PT
16	INSTITUTO SUPERIOR TECNICO	IST	PT
17	UNIVERSITAT AUTONOMA DE BARCELONA	UAB	ES
18	UNIVERSITAT POLITECNICA DE CATALUNYA	UPC	ES
19	UNIVERSIDAD DE SEVILLA	USE	ES
20	INSTYTUT MATEMATYCZNY POLSKIEJ AKADEMII NAUK.	IMPAN	PL

21	KUNGLIGA TEKNISKA HOEGSKOLAN	KTH	SE
22	UNIVERSIDADE FEDERAL DO RIO DE JANEIRO	UFRJ	BR
23	INSTITUTO NACIONAL DE MATEMATICA PURA E APLICADA	IMPA	BR
24	UNIVERSIDADE DE SAO PAULO	USP	BR
25	UNIVERSIDADE FEDERAL FLUMINENSE	UFF	BR
26	UNIVERSIDADE FEDERAL DA BAHIA	UFBA	BR
27	UNIVERSIDADE ESTADUAL DE CAMPINAS	UNICAMP	BR
28	UNIVERSIDADE FEDERAL DO RIO GRANDE DO SUL	UFRGS	BR
29	UNIVERSIDADE FEDERAL DE ALAGOAS	UFAL	BR
30	Universidade Estadual Paulista	UNESP	BR
31	PONTIFICIA UNIVERSIDADE CATOLICA DO RIO DE JANEIRO	PUC-RIO	BR
32	UNIVERSIDADE FEDERAL DE MINAS GERAIS	UFMG	BR

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Partnership Agreement

The Partner Organisations, as listed on page 1 of this agreement, declare that they will implement the Project *Brazilian–European Partnership in Dynamical Systems* (project number 318999) in accordance with the provisions of the EC Grant Agreement, this Partnership Agreement and in line with the Description of Work (Annex I to the EC Grant Agreement) except in the case of duly approved deviations. For the purpose of this agreement reference to Party or Parties will refer to the Partner Organisations listed on page 1 of this agreement, jointly or individually.

THIS PARTNERSHIP AGREEMENT is based upon REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) hereinafter referred to as Rules for Participation and the EC Grant Agreement (“EC-GA”) , adopted on 10 April 2007 hereinafter referred to as the EC-GA and Annex II adopted on 10 April 2007 hereinafter referred to as Annex II of the EC-GA and is made on 2013-01-01, hereinafter referred to as “**Effective Date**”

BETWEEN:

Imperial College of Science, Technology and Medicine, established in Exhibition Road, South Kensington Campus, LONDON, SW7 2AZ, United Kingdom represented by James Lloyd, Contracts Administrator (Europe) and/or Lynne Cox, Director, Research Contracts or their authorised representative, the Coordinator

and

The University of Warwick, established in Kirby Corner Road, University House, COVENTRY, CV4 8UW, United Kingdom represented by Peter Hedges, Director, Research Support Services and/or Jane Prewett, Deputy Director, Head of Grants and Contracts or their authorised representative;

The University of Liverpool, established in BROWNLOW HILL, FOUNDATION BUILDING 765, LIVERPOOL, L69 7ZX, United Kingdom represented by Lynsey Keig, Research Support Manager and/or Alex Astor, Research Support Manager or their authorised representative;

The University of Surrey, established in Stag Hill, GUILDFORD, GU2 7XH. United Kingdom represented by Keith Robson, Director and/or Martyn Buxton-Hoare, Director or their authorised representative;

Queen Mary and Westfield College, University of London, established in MILE END ROAD, LONDON, E1 4NS, United Kingdom represented by Coleen Colechin, Operations Manager (Pre-Award) and/or Jan Clarke, Operations Manager (Post-Award) or their authorised representative;

The University Court of the University of St Andrews, a charitable body registered in Scotland under registered number SC013532 and incorporated by the Universities (Scotland) Act 1889, as amended by the Universities (Scotland) Act 1966, and having

its principal office at College Gate, North Street, St Andrews, Fife, KY16 9AJ, United Kingdom;

Stichting VU-VUMC, established in DE BOELELAAN 1105, AMSTERDAM, 1081 HV, Netherlands represented by Dirkje Schinkelshoek, Managing Director Faculty of Sciences and/or Hubertus Irth, Dean or their authorised representative;

Centre National de la Recherche Scientifique, a scientific and technological public establishment, , having its registered office at 3 rue Michel Ange, 75794 PARIS CEDEX 16, France, N° SIREN180089013, APE CODE 7219Z, represented by its President, M. Alain Fuchs, having given signatory power for this agreement to Mr. André Quinquis, Délégué Régional Bretagne Pays de la Loire, 74E rue de Paris, 35069 RENNES CEDEX

Under the decision of 27 June 2001 which delegate signing authority to a Regional delegate for the coordination of partnership agreement of an unity of his region, as well as other unities of others CNRS's delegations, the Bretagne Pays de la Loire Regional Delegation (DR17) will sign the present agreement in the name of the Center-East Regional Delegation (DR6), Provence and Corse Regional Delegation (DR12), Aquitaine-Limousin Regional Delegation (DR15), Paris Michel-Ange Delegation (DR16) and Nord-Pas de Calais et Picardie Regional Delegation (DR18).

CNRS is mandated by the following universities for the signature of the present agreement:

- University of Burgundy (DR6)
- Aix Marseille Université (DR12)
- Ecole Normale Supérieure de Pise (DR16)
- L'Université de Bretagne Occidentale (DR17);

Universite de Marne la Vallee, established in BOULEVARD DESCARTES, CITE DESCARTES, CHAMPS SUR MARNE 5, MARNE LA VALLEE, 77454, France represented by Gilles ROUSSEL, President and/or Damien LAMBERTON, Vice-President or their authorised representative;

Universitaet Augsburg, established in UNIVERSITAETSSTRASSE 2, AUGSBURG, 86159, Germany represented by Sabine Doering-Manteuffel, Präsidentin and/or Alois Zimmermann, Kanzler (Vice President for Finance and Administration) or their authorised representative;

Technische Universitaet Dresden established in HELMHOLTZSTRASSE 10, DRESDEN, 01069, Germany represented by Sven KREIGENFELD, Head of Unit and/or Hannes LEHMANN, Head of Department or their authorised representative;

Universita di Pisa, established in Lungarno Pacinotti 43/44, PISA, 56126, Italy represented by Marco Abate, Director and/or Dario Bini, Vice Director or their authorised representative;

United Nations Educational, Scientific and Cultural Organization / The Abdus Salam International Centre for Theoretical Physics, established in PLACE DE FONTENOY 7, PARIS, 75352, France represented by Fernando Quevedo, Director or his authorised representative;

Universidade do Porto, established in PRACA GOMES TEIXEIRA, PORTO, 4099

002, Portugal represented by Antonio Silva, Director of the Faculty of Sciences or his authorised representative;

Universidade da Beira Interior, established in CONVENTO DE SANTO ANTONIO, COVILHA, 6201 001, Portugal represented by Ana Carreira Lopes, President of the Faculty of Sciences or her authorised representative;

Instituto Superior Tecnico, established in Avenida Rovisco Pais 1, LISBOA, 1049-001, Portugal represented by Arlindo Oliveira, President and/or Maria Isabel Ribeiro, Vice-President or their authorised representative;

Universitat Autònoma de Barcelona, established in Campus UAB BELLA TERRA, CERDANYOLA DEL VALLES, 08193, Spain represented by Ferran Sancho i Pifarre, Rector and/or Maria Pilar Dellunde i Clave, Vicerector for research or their authorised representative;

Universitat Politècnica de Catalunya, established in Jordi Girona 3 1, BARCELONA, 08034, Spain represented by Antoni Giro i Roca, Rector or his authorised representative;

Universidad de Sevilla, established in CALLE S. FERNANDO 4, SEVILLA, 41004, Spain represented by Manuel Garda Leon, Vice-Rector for Research or his authorised representative;

Instytut Matematyczny Polskiej Akademii Nauk, established in ul. Sniadeckich 8, WARSZAWA, 00956, Poland represented by Feliks Przytycki, director and/or Lukasz Stettner, Scientific Director or their authorised representative;

Kungliga Tekniska Högskolan, established in Valhallavaegen 79, STOCKHOLM, 10044, Sweden represented by Per Berglund, Vice Dean of Faculty and/or Eva Malmstrom Jonsson, Deputy President or their authorised representative;

Universidade Federal do Rio de Janeiro, established in Rio de Janeiro, Brazil;

IMPA – Instituto Nacional de Matemática Pura e Aplicada, established in Rio de Janeiro, Brazil;

Universidade de Sao Paulo, established in Sao Paulo, Brazil;

Universidade Federal Fluminense, established in Niteroi, Brazil;

Universidade Federal da Bahia, established in Salvador, Brazil;

Universidade Estadual de Campinas, established in Campinas, Brazil;

Universidade Federal do Rio Grande do Sul, established in Porto Alegre, Brazil;

Universidade Federal de Alagoas, established in Maceio Alagoas, Brazil;

Universidade Estadual Paulista, established in Sao Paulo, Brazil;

Pontificia Universidade Catolica, do Rio de Janeiro established in Rio de Janeiro, Brazil;

Universidade Federal de Minas Gerais, established in Belo Horizonte, Minas Gerais, Brazil

hereinafter, jointly or individually, referred to as **"Parties" or "Party"**

relating to the International Research Staff Exchange Scheme (IRSES) entitled: **Brazilian–European Partnership in Dynamical Systems**, reference number PIRSES-GA-2012-318999

in short: **BREUDS**

hereinafter referred to as **"Project"**.

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a Proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding scheme of "IRSES".

The Proposal was successful and the Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the EC-GA. The Partnership Agreement shall only be valid in the event of a concluded EC-GA with the European Commission.

This Partnership Agreement is a requirement of the EC-GA and must be signed by all Parties within 45 days of signature of the EC-GA.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the EC-GA including its Annexes without the need to replicate said terms herein.

1.2 Additional Definitions

"Confidential Information" means any documents, information, techniques, know how, specifications, drawings, tapes, discs and other media which either:

- i) are marked "confidential", "sensitive", or "proprietary" by the disclosing party (the "Disclosing Party"), or
- ii) are confirmed being so in writing to the receiving party (the "Receiving Party"), within 30 days in the event of an oral disclosure.

"Partnership Budget"

Partnership Budget means the allocation of all the resources in cash or in kind for the activities as defined in Annex I of the EC-GA thereafter.

“Defaulting Party”

Defaulting Party means a Party which the Steering Committee has identified to be in breach of this Partnership Agreement and/or the EC-GA as specified in Article 4.2 of this Partnership Agreement.

“Needed” means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.

For Use of own Foreground:

Access Rights are Needed if, without the grant of such Access Rights, the Use of own Foreground would be technically or legally impossible.

“Software”

Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

Section 2: Purpose

The purpose of this Partnership Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

Section 3: Entry, Duration and Termination

3.1 Entry into force

An entity becomes a Party to this Partnership Agreement upon signature of this Partnership Agreement by a duly authorised representative.

This Partnership Agreement shall have effect from the Effective Date identified at the beginning of this Partnership Agreement.

A new Party enters the Consortium upon signature of the accession document Attachment 2 by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Partnership Agreement shall continue in full force and effect until complete fulfillment of all obligations undertaken by the Parties under the EC-GA and under this Partnership Agreement.

However, this Partnership Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Partnership Agreement and Annex II of the EC-GA (Article II.37. and II.38.).

If the Commission does not award the EC-GA or terminates the EC-GA or a Party's participation in the EC-GA, this Partnership Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Art. 3.3 of this Partnership Agreement.

3.3 Survival of rights and obligations

The provisions relating to Access Rights and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Partnership Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Steering Committee and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 4: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the EC-GA and this Partnership Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

4.2 Breach

In the event a responsible Consortium Body identifies a breach by a Party of its obligations under this Partnership Agreement or the EC-GA (e.g.: a partner producing poor quality work), the Coordinator or the Party appointed by the Steering Committee if the Coordinator is in breach of its obligations under this Partnership Agreement or the EC-GA will give written notice to such Party requiring that such breach be remedied within 30 calendar days.

If such breach is substantial and is not remedied within that 30 calendar day period or is not capable of remedy, the Steering Committee may decide to declare the Party to be a

Defaulting Party and to decide on the consequences thereof which may include termination of its participation in the Project under this Partnership Agreement.

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains solely responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Partnership Agreement and of the EC-GA. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Partnership Agreement and the EC-GA.

4.4 Obligations of the sending party

Prior to sending researchers to the host Party, the sending and host Parties will agree between themselves, in writing on a common work plan that sets out the general goals and objectives to be achieved by the researcher whilst working on the Project at the host Party. While on assignment at the host Party, the researcher will continue to benefit from his salary with all its attached social and legal rights from the sending Party and shall not, in any circumstances be deemed to be an employee or agent of the host Party. As far as possible, the researcher shall receive reasonable assistance from his/her home organisation with all administrative procedures necessary for the secondment, such as visas and work permits required by the relevant authorities of the country of the host organisation. Nevertheless the travelling researcher will be responsible for insurance as well as the visa and the immigration documents required for the secondment.

As far as possible for the sending Party, it shall procure that the travelling researcher shall comply in all material respects with all and any personnel, ethical, research governance and/or health and safety policies which may relate to working at the host Party from time to time during the period of the relevant secondment.

4.5 Obligations of the host Party

The host Party shall be responsible for the management of the Project and Mobility Activities at their organisation. Where it has the expertise in order to do so, the host Party may provide, if needed, help for arranging the Visa and Immigration documents required by the seconded researcher. Notwithstanding the generality of the foregoing it shall, at all times, be the responsibility of the sending Party to ensure that all relevant immigration requirements have been satisfactorily dealt with before the travelling researcher leaves his/her home nation.

Where it is able to do so, the host Party may offer assistance to seconded researcher find a suitable accommodation in the host country. While at the host Party, the contact persons will assist the seconded researcher in any matter that may require his attention, in line with assistance provided to staff employed locally. During the researcher's stay, the host Party will provide training for the necessary equipment, techniques and know-how required to fulfil his tasks as described by the common work plan agreed by the sending and host Parties.

4.6 Health and safety of seconded researchers

Seconded researchers may need to take out a health insurance to cover any medical costs that may not be covered by his/her travel insurance policy. While visiting the host Party, the seconded researchers will abide by the common rules and regulations governing the functioning of the host Party. The host Party will ensure that the seconded researcher is informed about, and if required, trained in the necessary safety techniques and protocols of the host Party: where available, such information and training shall be provided in English.

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Foreground and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for punitive damages, indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

A Party's aggregate liability towards the other Parties individually and collectively shall be limited to once that Party's share of the total costs of the Project as identified in Annex 1 to the EC-GA received from the Commission.

The exclusions and limitations of liability stated above shall not apply in the case of damage caused by a wilful act or gross negligence.

5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Partnership Agreement or from its use of Foreground or Background.

5.4 Force Majeure

No Party shall be considered to be in breach of this Partnership Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force

Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

Section 6: Governance structure

6.1 General structure

The organisational structure of the Consortium shall comprise the following Consortium Bodies:

The Steering Committee (StC) is the ultimate decision-making body of the Consortium. The StC consists of the CO, all the scientific coordinators of the network partners and a small number of senior researchers from the Parties to be nominated at its first meeting. It shall decide annually on issues concerning the scientific and organisational plan of the IRSES. It shall decide on the annual budget and distribution of funds, in accordance with the EC-GA. If the Coordinator fails in its coordination tasks, the Steering Committee may propose to the European Commission to change the Coordinator. Each Beneficiary represented on the Steering Committee shall have one vote, regardless of the number of representatives of that organisation who sit on the Steering Committee.

The Coordinator (CO) is the legal entity acting as the intermediary between the Parties and the European Commission. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the EC-GA and this Partnership Agreement. Imperial's scientist in charge of this project is Prof Jeroen Lamb, Department of Mathematics.

The Operational Manager (OM) shall assist the CO. He/she will be appointed part-time by the CO and shall be responsible for the following tasks:

Running the Project office;

To coordinate and initiate contact between Parties;

To create and maintain a webpage to distribute information and preprints;

Publication of a Project bulletin, providing information about scientific events and new scientific results from the Project to be distributed to all Parties;

To encourage and arrange dissemination of results, lecture notes and proceedings of workshops and conferences. This is done through reports of the team leaders, and provides the basis for a preprint series and subsequent publications (even lecture notes and surveys);

To monitor that Project activities are compliant with contractual obligations;

To ensure that proper financial management and control is kept on the Project, including audit certification.

The Executive Committee assists the CO in all major decisions throughout the year, and is responsible for initiating and monitoring Project activities. It consists of an employee of the CO, Work Package Leaders, who shall invite a small number of additional senior scientists to become Executive Committee members, with the OM in an overall assisting and advising role. It communicates mainly by e-mail, phone, or teleconference.

The Scientific Committee (SC) monitors the research programme, drafts annual scientific reports, and advises the StC of actions which might need to be taken in the

light of changing circumstances. The composition of the SC shall be decided at the first meeting of the Steering Committee.

6.2 Voting rules and quorum of the Steering Committee

The Steering Committee shall meet at least once a year, generally by email or e-networking, to be established at least 21 days beforehand. Votes shall be conducted by return of email. Any partner who does not reply within twenty (20) working days will be deemed to have agreed to the action proposed in the original email. Votes will be carried by 2/3 majority unless it is agreed that a decision requires a unanimous vote.

In the case of either a physical meeting or email/e-networking meeting, the following rules will apply:

The Steering Committee shall not deliberate and decide validly unless a minimum of two-thirds (2/3) of its Members are present or represented (quorum).

Each Member of the Steering Committee present or represented in the meeting shall have one vote.

Defaulting Parties may not vote.

Decisions shall be taken by a majority of two-thirds (2/3) of the votes

A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be adversely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the Consortium or the consequences of them. A Party requesting to leave the Consortium may not veto decisions relating thereto.

For the avoidance of doubt, meetings of the StC may also be held by e-mail, e-networking or other telecommunication means, following the provisions of this section.

6.3 Minutes of meetings

6.3.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft minutes to all Members within 10 calendar days of the meeting.

6.3.2 The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has objected in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.3.3 The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them.

If requested the Coordinator shall provide authenticated duplicates to Parties. Decisions will only be binding once the relevant part of the Minutes has been accepted under this clause 6.3.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of the Financial Contribution

The financial management will be carried out by the Coordinator who will set up, maintain and update all financial records for the Project and will be responsible for the maintenance of the payment schedule subject to the provisions of this Article.

The total community contribution for BREUDS is calculated to be €707,700. In order to cover the costs of employing the Project Manager, the coordinator will retain €200 per person-month of this budget, amounting to a total of €67,400 on the assumption that all 337 person-months' funding allocated by the European Commission are used. Of this, Imperial expects that the cost of an Operational Manager over the duration of the project will be €50,800.

Should the Project fail to achieve sufficient person-months' reimbursement of funds from the Commission, Imperial shall cover any shortfall between the amount available and the cost of the Operational Manager. However, if there is a surplus in the amount taken for the Management budget (i.e. if 75% or above of the total person-months' funding made available is used in the project), such surplus will be made available for the benefit of the partners, for example by contributing to expenses related to the final BREUDS conference, which would not otherwise be covered by the Project.

Therefore, for each complete month of researcher exchange the Beneficiary shall receive a lump sum of €1,900.

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the European Commission. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the European Commission.

7.1.3 Funding Principles

A Party which undertakes less mobility than foreseen in Annex 1 of the EC-GA will be funded in accordance with its actual mobility undertaken only.

A Party which undertakes more mobility than foreseen in Annex 1 of the EC-GA will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

For the avoidance of doubt, appropriate adjustments can be made to that share by a decision of the StC, if at the same time a Party/Parties has (have) spent less than its (their) allocated share of the Partnership Budget

7.1.4 Financial Consequences for a leaving Party

A Party leaving the Consortium shall refund all advances paid to it except the amount of expended eligible costs accepted by the European Commission.

Furthermore a Defaulting Party shall, within the limits specified in Article 5 of this Partnership Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

Any additional costs which are not covered by the Defaulting Party shall in principle be apportioned to the remaining Parties pro rata to their share in the total costs of the Project as identified in the Partnership Budget.

7.2 Budgeting

All resources made available for the Project shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.3 Payments

Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references

perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts

undertake to keep the Community contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

Contributions to exchanges from Europe to Brazil will be administered by the Beneficiary according to the usual accounting and management principles and practices of the respective Beneficiary.

Contributions to exchanges from Brazil to Europe will be transferred to the individual researchers from said countries in accordance with the usual accounting practices of the hosting European Party.

All payments shall be made without undue delay by the Coordinator after receipt of funds from the European Commission in accordance with the Partnership Budget and the Coordinator shall use all reasonable endeavours to forward such payment within thirty (30) days of receipt. Costs accepted by the European Commission will be paid to the Party concerned, taking into account the amounts already paid for the reporting period concerned.

In the event that payments from the European Commission are delayed, suspended, withheld, reclaimed, reduced or recovered in accordance with the terms of the EC-GA

as a result of a Party's acts or omissions, that Party shall indemnify the other Parties from such loss and in the event of funding being reclaimed or recovered, the Party concerned shall immediately reimburse the relevant sum to the Coordinator, the relevant Beneficiary, the REA or European Commission accordingly, as instructed.

Section 8: Intellectual property rights and Dissemination activities

8.1 General

Regarding Intellectual Property Rights, Use and Dissemination, EC-GA, Annex II - Part C entitled "Intellectual Property Rights, Use and Dissemination" shall apply with the following additions:

8.2 Ownership and protection of Foreground and Background

For the present article, Foreground and Background shall have the meanings defined in the EC-GA Annex II, article II.1.

8.2.1. Foreground shall be the property of the Party employing the researcher that generates it.

8.2.2 If, in the course of carrying out work on the Project, a joint invention, design or work is made (and at least two Parties are contributors), and if the features of such joint invention design or work are such that it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining in force the protection of the relevant intellectual property right, the concerned Parties agree that they may jointly apply to obtain and/or maintain the relevant rights and shall set up amongst themselves appropriate agreements in order to do so.

Where no joint ownership agreement has yet been concluded:

- each of the joint owners shall be entitled to Use their jointly owned Foreground on a royalty-free basis for internal research and educational purposes without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to Use for commercial purpose and third party research including to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
 1. at least 45 days prior notice must be given to the other joint owner(s); and
 2. fair and reasonable compensation must be provided to the other joint owner(s).

8.2.3 Background shall be introduced into the Project at the sole discretion of the Party concerned.

8.2.4 All Background shall remain the property of the Party introducing it.

8.2.5 Parties will discuss any exploitation of Project Foreground on a case by case basis.

8.3 Transfer of Foreground

8.3.1 Each Party may transfer ownership of its own Foreground following the procedures of the EC-GA Article II 26.

8.3.2 It may identify specific third parties it intends to transfer the ownership of its Foreground to in Attachment (3) to this Partnership Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the EC-GA Article II.27.3.

8.3.3 The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (3) after signature of this Agreement requires a decision of the StC.

8.3.4 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice for the transfer as foreseen in the EC-GA, Article II 26.2.

8.4. Access Rights

Each Party shall implement its tasks in accordance with Annex I to the EC-GA (Description of Work) and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

Access Rights to Foreground and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

Access Rights to Foreground if Needed for Use of a Party's own Foreground including for third-party research shall be granted on Fair and Reasonable conditions.

Access Rights to Foreground for internal research activities shall be granted on a royalty-free basis.

Access Rights to Background if Needed for Use of a Party's own Foreground shall be granted on Fair and Reasonable conditions.

Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

Foreground and Background shall be used only for the purposes for which Access Rights to it have been granted.

In accordance with and subject to the provisions of the EC-GA, any Party may enter in Attachment 1 any specific Background excluded from the obligation to grant Access Rights in accordance with the provisions of this Partnership Agreement. All other Background except that listed in Attachment 1 shall be available for the granting of Access Rights in accordance with the provisions of this Partnership Agreement.

All requests for Access Rights shall be made in writing.

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

The requesting Party must show that the Access Rights are Needed.

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 8 are applicable also to Software.

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

All Foreground developed before the accession of a new Party shall be considered to be Background with regard to said new Party.

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the StC to terminate its participation in the Consortium.

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation.

Any Party leaving the Project shall continue to grant Access Rights pursuant to the EC-GA and this Partnership Agreement as if it had remained a Party for the whole duration of the Project.

For the avoidance of doubt any grant of Access Rights not covered by the EC-GA or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

A request for Access Rights may be made up to twelve months after the end of the project, or in the case of a non-defaulting Party leaving voluntarily, after the termination of the requesting Party's participation of the project.

8.5 Publication of intellectual property

8.5.1 A Party shall not publish Foreground generated by another Party or any Background of such other Party, even if such Foreground or Background is amalgamated with such Party's Foreground without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.4.2 is not considered as an approval.

8.5.2 The Party or Parties wishing to publish Foreground will provide a copy of the publication manuscript and/or a reasonably detailed description of any oral presentation to the other Parties at the earliest practicable time and no later than forty-five (45)

calendar days prior to planned submission. Each of the other Parties may object to the publication within a period of thirty (30) calendar days from receipt of the proposed publication, if they can demonstrate that the protection of their Confidential Information (as defined in Section 1) and/or Foreground and/or Background would be adversely affected.

In such case, the said Parties agree to modify the proposed publication to the reasonable satisfaction of all Parties directly concerned or delay the publication up to a maximum of three (3) calendar months after objection to allow for adequate legal protection.

In the absence of any objection within the above mentioned period of thirty (30) calendar days, it is deemed that the Parties agree to the proposed publication.

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree, which includes their Foreground and/or Background, however the confidentiality clause has to be respected.

Any modifications or deletions required by an objecting Party shall preserve the scientific interest of the publication.

All written or oral public disclosures by any Party concerning Foreground will expressly acknowledge the Project BREUDS and the support of the Seventh Research and Technological Development Framework Programme in accordance with Annex II of the EC-GA.

Nothing in this Partnership Agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise the name of the Parties or any of their logos or marks, without their prior written approval.

Section 9: Confidentiality

9.1 Each Party (the Receiving Party) shall treat all and any Confidential Information as confidential to itself and restrict access thereto to those of its employees, registered students or agents who need to know it for the purpose of performing the Project and who shall have been made aware that such information is to be treated as confidential.

9.2 In order to preserve confidentiality whilst discussing the Project with parties who are not signatories to this Partnership Agreement, no Party shall disclose Confidential Information disclosed to it by another Party to any third party without the prior written consent of the Disclosing Party and the third party signing a confidentiality undertaking on terms no less onerous than those set out in this Article.

9.3 The restrictions as to the use and disclosure set out above shall not apply to:

- i) any of the Confidential Information which is or becomes published other than by unauthorised publication in breach of this Partnership Agreement;

- ii) or any of the Confidential Information which is shown by written evidence to have been known to the Receiving Party prior to the date of the disclosure;
- iii) or any of the Confidential Information which is lawfully acquired by the Receiving Party from an independent source having a bona fide right to disclose the same;
- iv) or any Confidential Information which is independently developed by an employee of the Receiving Party who has not had access to any of the Information disclosed to the Receiving Party by the Disclosing Party;
- v) any Confidential Information which is required to be disclosed by applicable law or court order or by any Party's regulatory body, which is empowered by Statute or Statutory Instrument, but only to the extent of such disclosure and the Receiving Party shall notify the Disclosing Party promptly of any such request

9.4 The obligations of confidentiality shall survive the termination of the Partnership Agreement for a period of five (5) years.

Section 10: Miscellaneous

10.1 Attachments, inconsistencies and severability

This Partnership Agreement consists of this core text and

Attachment 1: Background excluded

Attachment 2: Accession document

Attachment 3: Third Parties

In case the terms of this Partnership Agreement are in conflict with the terms of the BREUDS EC-GA, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Partnership Agreement, the latter shall prevail.

Should any provision of this Partnership Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Partnership Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

10.2 No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Partnership Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

10.3 Notices and other communication

Any notice to be given under this Partnership Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

Formal notices:

If it is required in this Partnership Agreement that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all concerned.

10.4 Assignment and modifications

No rights or obligations of the Parties arising from this Partnership Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Partnership Agreement require a separate agreement between all Parties.

10.5 Mandatory national law

Nothing in this Partnership Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

10.6 Language

This Partnership Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

10.7 Applicable law

This Partnership Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

10.8 Settlement of disputes

In case of any disputes arising in connection with this Partnership Agreement, the parties shall be regulated as below provided in this Article:

(a) First Phase

In case of any dispute arising in connection with this Partnership Agreement, the Parties concerned shall communicate to the Coordinator the cause of difference, conflict or disagreement arisen; within 30 days from the receipt of such notice, the Coordinator shall submit the case to the StC, which shall try an amicable settlement of the dispute. Should the Parties concerned accept the resolution suggested by the StC, the minutes of the meeting of the StC, duly signed by the representatives of the conflicting Parties, shall be binding for the Parties concerned.

The concerned Parties (Party), whose express declaration of disagreement is not included in the minutes of the meeting, is/are deemed to have agreed to the Resolution of the StC.

(b) Second Phase

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the Resolution of the StC, they will try to solve it through mediation, according to the rules of the bMediation, Avenue Louise 500, 1050 Brussels. The Parties undertake not to put an end to the mediation before the introductory statement made by each party in joint session.

(c) Third Phase

If the Parties concerned have not reached a settlement of such dispute at the expiration of the two phases above provided, within 30 days from receipt of the Resolution of the StC, each concerned Party can resort to bringing an action in the courts of Belgium in accordance with the law governing this Partnership Agreement.

Notwithstanding the foregoing, any Party shall be free to seek interim injunctive relief or any other temporary measures before any applicable competent court or tribunal, wherever located, in order to seek to prevent or restrain any (i) infringement of its intellectual property rights and/or (ii) unauthorized disclosure of Confidential Information.

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorized representatives.

Authorized to sign on behalf of **Imperial College of Science, Technology and Medicine**

Signature: _____

Name: James Lloyd

Title: Contracts Administrator (Europe)

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **The University of Warwick**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **The University of Liverpool**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **The University of Surrey**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Queen Mary and Westfield College, University of London**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **The University Court of the University of St Andrews**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Stichting VU-VUMC**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Centre National de la Recherche Scientifique**

Signature: _____

Name: André QUINQUIS

Title: Délégué Régional

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **University de Marne la Vallee**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Universitaet Augsburg**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Technische Universitaet Dresden**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Universita di Pisa**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **United Nations Educational, Scientific and Cultural Organisation / The Abdus Salam International Centre for Theoretical Physics – UNESCO-ICTP**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Universidade do Porto**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Universidade da Beira Interior**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Instituto Superior Tecnico**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Universitat Autònoma de Barcelona**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Universitat Politecnica de Catalunya**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Universidad de Sevilla**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Instytut Matematyczny Polskiej Akademii Nauk**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Kungliga Tekniska Hoegskolan**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Universidade Federal do Rio de Janeiro**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **IMPA – Instituto Nacional de Matemática Pura e Aplicada**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Universidade de Sao Paulo**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Universidade Federal Fluminense**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Universidade Federal da Bahia**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Universidade Estadual de Campinas**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Universidade Federal do Rio Grande do Sul**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Universidade Federal de Alagoas**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Universidade Estadual Paulista**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Pontificia Universidade Catolica**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Authorized to sign on behalf of **Universidade Federal de Minas Gerais**

Signature: _____

Name:

Title:

Date of signature:

Stamp of Organisation:

Attachment 1: Background excluded

Background excluded from Access Rights - this represents the status at the time of signature of this Partnership Agreement::

Imperial College of Science, Technology and Medicine

Imperial College of Science, Technology and Medicine hereby excludes from its obligations to grant Access Rights to all Background generated by Imperial College of Science, Technology and Medicine other than that generated by the research activities of Professor Jeroen Lamb's group at Imperial College of Science, Technology and Medicine, as well as Background and Sideground derived from other projects to which Imperial College of Science, Technology and Medicine, due to third party rights is not able to grant access rights.

University of Warwick excludes from its obligation to grant Access Rights to Background all Background generated by University of Warwick other than that generated by the research group of Prof. Ian Melbourne for use in this Project.

Furthermore, University of Warwick excludes all Background to which Access Rights may not be granted due to third parties' rights or other contractual obligations.

The University of Surrey hereby excludes all and any Background:

- which has been (or will be) developed by other than the Surrey research group involved in the Project;
- which is subject to non-disclosure agreements (or similar obligations of confidentiality) with third parties;
- developed by the research group involved in the Project on research topics which are not specifically subject of the Project activities, as described in the Description of Work.

THE UNIVERSITY COURT OF THE UNIVERSITY OF ST ANDREWS ("USTAN")

All Background of USTAN is excluded from Access Rights to be given and made available to the Parties, third parties and/or Affiliated Entities for the purposes of the Project and the scope of this Partnership Agreement and the EC-GA.

Centre National de la Recherche Scientifique acting both on its behalf and on behalf of the following laboratories involved in BREUDS Project (hereinafter Laboratories):

UMR5251, UMR6205, UMR5584, UMR7352, FRE3529 and UMI3483,

hereby informs that the following Background is expressly excluded from Access Rights:

- all Background generated by CNRS staff who are not members of the Laboratories involved in the BREUDS Project
- all Background generated by CNRS staff from the Laboratories who are directly involved in

the BREUDS Project, but whose Background is outside the scope of the tasks to be performed by CNRS as described in the Annex 1 to the BREUDS EC-GA,

- all Background for which CNRS, due to existing or pending third party rights, is unable to grant Access Rights to.

Universitaet Augsburg

Universitaet Augsburg excludes from its obligation to grant Access Rights any and all Background and sideground, whether already existing or henceforth being developed,

that originates from any department or research group within the Universitaet Augsburg other than the research group led by Prof. Dr. Fritz Colonius. Background developed by the research group of Prof. Dr. Fritz Colonius on research topics which are not specifically subject of the project activities of Universitaet Augsburg (as described in Annex I of the GA) is also excluded. Furthermore Universitaet Augsburg excludes all Background and sideground to which Access Rights may not be granted due to third parties rights or other contractual obligations.

Technische Universitaet Dresden (TUD)

TUD excludes any Background which has been developed by any personnel, scientists or students other than the members of the research group of Prof. Oertel-Jäger involved in the Project as specified in the Description of Work (Annex I to the EC-GA); Any Background developed by members of the research group of Prof. Oertel-Jäger involved in the Project on research topics which are not specifically subject of the Project activities, as described in the Description of Work.

Sideground is not considered part of Background, and is explicitly excluded from Access Rights.

Any Background which is legally bound by contract with other third parties or any Background resulting from co-operation agreements/commissioned research;

Instituto Superior Tecnico (IST)

IST hereby excludes the following Background:

Any Background developed by any staff or student of Instituto Superior Técnico who is not under the direct supervision of Prof. Dr. Miguel Abreu, Prof. Dr. Diogo Gomes or Prof. Dr. Carlos Rocha;

Any Background developed by anyone who has been or is under the direct supervision of Prof. Dr. Miguel Abreu, Prof. Dr. Diogo Gomes or Prof. Dr. Carlos Rocha, but who is not participating in the BREUDS project;

Any Background developed by any staff or student of Instituto Superior Técnico who is participating in the BREUDS project, but where such Background falls outside of the scope of the technical field of the BREUDS project;

Any Background existing at the date of signature of this Partnership Agreement relating to any work of Instituto Superior Técnico which is not yet in the public domain; and

Any of Instituto Superior Técnico's Background that has resulted from specific research agreements or confidential disclosure agreements, or any other type of legally binding document, and, as such, is subject to third party rights.

The Universitat Autònoma de Barcelona (UAB)

Hereby excludes from its obligation to grant Access Rights to Background all Background generated by the UAB other than that generated by the research group of Dr. Jaume Llibre who is directly involved in carrying out the Project. The UAB also hereby excludes from its obligation to grant Access Rights to all background that has been and/or will be derived outside the Project which the UAB due to third party rights are not able to grant Access Rights, or to which the UAB needs permission to grant Access Rights.

KUNGLIGA TEKNISKA HOEGSKOLAN

- Background not introduced in writing into and distributed within the Project by KTH for use in execution of the Project;
- Background developed by personnel, scientists or students not participating in the Project;

- Background developed by personnel, scientists or students participating in the Project which is outside the scope of the work allocated to KTH under the Project;
- all know-how in patents and current patent applications;
- know-how which is related to the licenses given by KTH to our industrial collaborators and licensees;
- know-how that is covered under specific research agreements and confidentiality agreements and therefore subject to third party rights;
- all other Background derived outside the Project, to which KTH, due to third party rights, is not able to grant Access Rights.

Attachment 2: Accession document

ACCESSION

of a new Party to

BREUDS Partnership Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE EC-GA]

hereby consents to become a Party to the Partnership Agreement identified above and accepts all the rights and obligations of a Party starting [date].

Imperial College of Science, Technology and Medicine

hereby certifies that the Consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the Consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

Imperial College of Science, Technology and Medicine

Signature(s)

Name(s)

Title(s)

Attachment 3: List of Third Parties

List of Third Parties to which transfer of Foreground is possible with prior notice to the other Parties and for which the other Parties have waived their right to object.

Imperial:
Imperial Innovations Limited
Registered N° 2060639
52 Princes Gate
South Kensington
London
SW7 2PG

Telephone: + 44 (0) 207 581 4949
Fax: +44 (0) 207 581 3555
Email: innovations@imperial.ac.uk
<http://www.imperialinnovations.co.uk/>